

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE : Case No. AAA 14 390 01000 11  
LODGE NO. 5 :  
:   
:   
- and - : Grievance: Lt. Steven O'Brien  
:   
: (Discharge) PR#   
CITY OF PHILADELPHIA :

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Steven O'Brien ("O'Brien") was employed by the City as a Police Lieutenant and a member of the bargaining unit represented by the FOP; and,

WHEREAS, the FOP initiated a grievance on O'Brien's behalf challenging the City's Discharge of O'Brien; and,

WHEREAS, the parties wish to amicably resolve the matter of O'Brien's Discharge;

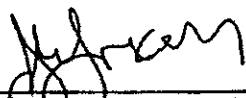
NOW, THEREFORE, intending to be legally bound and in consideration of the mutual promises contained herein, the parties hereby enter into this Settlement Agreement ("Agreement") and agree to the following terms:


1. The City shall reinstate Lt. O'Brien to his former position as a Police Lieutenant with the Philadelphia Police Department. This reinstatement is contingent upon Lt. O'Brien's successful passing of a pre-hiring medical examination, Internal Affairs background check and compliance with MPO certification standards.
2. Lt. O'Brien shall be returned to employment per paragraph 1, and the period of time from his dismissal to the full execution of this agreement shall be treated as a leave of absence.

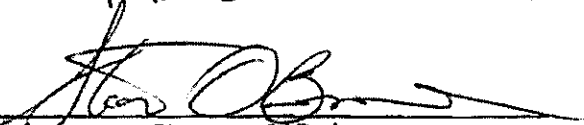
3. In addition, Lt. O'Brien shall have the balance of his accrued sick time at the time of his termination reinstated. Further, Steven O'Brien shall be credited vacation and holiday time from the date of his termination to the date of his return to the payroll.
4. Lt. O'Brien shall not receive back pay.
5. Upon his return, Lt. O'Brien will be subjected to drug testing by the department for the detection of anabolic and/or synthetic steroids. The parties agree that any indication of a presence of these substances shall be evaluated by a qualified medical professional and/or toxicologist. The parties also agree that O'Brien will also be subjected to periodic testing for these substances for a period not to exceed 18 months from the execution of this agreement. This testing will be carried out pursuant to the Memorandum of Understanding "Drug testing Policy" signed by the City and the FOP on 12/28/11. Lt. O'Brien will also be subjected to random testing pursuant to Directive #55 under the department's normal drug testing protocols.
6. Furthermore, the city will also expunge all discipline records resulting from the events that led to his discharge.
7. Lt. O'Brien shall be afforded pension credit for this time period, provided that he (O'Brien) purchase the appropriate pension credits, including the employee contribution and the city contribution for the time period.
8. In further consideration for the foregoing, the officer releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal. The officer further release Lodge 5, its employees, its members, and agents, from any claims he has, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal, including but not limited to claims of breach of duty of fair representation.
9. Nothing in this agreement shall be construed as an admission by the City that the subject matter of this incident is arbitrable under the provisions of the parties' collective bargaining agreement by the City that it violated the parties' collective bargaining agreement.
10. This agreement shall be without precedent, and without prejudice to any claims, defenses or arguments, that any party hereto shall have in any other proceeding between or among them.

11. By entering into the Agreement, all parties acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions enter into this agreement, and agree to be bound thereby.

WHEREFORE, The City, Steven O'Brien, Lodge 5, intending to be legally bound hereby, enter into this agreement this 10<sup>th</sup> day of, 2012.

  
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For: FOP Lodge #5  
Date: 1-12-15

  
\_\_\_\_\_  
For: The City of Philadelphia  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Grievant: Steven O'Brien  
Date: \_\_\_\_\_